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ABSTRACT

This report presents guidelines for principals in collective negotiations and in administration of grievance procedures, and advances ideas on what laws providing for collective negotiations in public education should contain if the interests and welfare of all parties are to be protected. A model law is provided. The report also develops a management team agreement that can serve as a model for informal or formal working relations between boards of education and administrators. (JF)

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EFFECTIVE PARTICIPATION OF THE PRINCIPAL IN COLLECTIVE NEGOTIATIONS

Utah Association of
Secondary School
Principals

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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FOREWORD

Each year the Utah Association of Secondary School Principals identifies a critical problem, provides a vehicle for interchange of ideas on the problem, brings in specialists as consultants and proposes possible solutions. The Program Committee chaired by Con H. Brady and the executive officers of UASSP chose "Effective Negotiations" as the vital topic for the year 1968-69.

Dr. Terrance E. Hatch, Utah State University, worked very closely all through the year to see that the project was completed.

Dr. Quentin E. Utley, Secretary of UASSP and also Director of the Division of Elementary and Secondary Education of the State Department of Public Instruction gave his personal support and that of his division to the project. The financial participation of the division was substantial, without which the project could not have been undertaken.

The first phase of the project was begun in the Mid-Winter Conference, Park City, January 28-29, 1969. The program was under the direction of President Douglas Loosle. We are indebted to the Program Committee and the following resource personnel who participated: David W. Meade, Executive Secretary, Minnesota Association of Secondary School Principals; Charles R. Hilston, Director of Field Services, Professional Negotiations, NASSP, and Dr. Wayne L. Henderson, Assistant Superintendent in charge of Educational Services, Sonoma Valley Unified School District.

The second phase was a weekly class held at Viewmont High School, Bountiful, Utah, from March through May. It was a practicum under Dr. Hatch's direction and sponsored by the Utah State University Extension Service. As an additional feature of this class, officers of the UASSP conducted workshop seminars at Parowan, Richfield, and Bountiful, Utah.

The third and final phase was a workshop at Utah State University, June 16-20, where the work on the problem was completed except for publishing the results. We are indebted to all task group recorders and chairmen for their efforts to reach the heart of the problem and offer concrete recommendations. We acknowledge the invaluable help of the following consultants: Thomas A. Shannon, Schools Attorney, San Diego Unified School District and Legal Counsel, California Association of School Administrators; and David W. Meade, Executive Secretary, NASSP.

We are also appreciative of the help of Dr. Walter D. Talbot, State Department of Education; Dr. William R. Boren, Superintendent of Schools, Weber County; Darld Long, Executive Secretary, Utah School Boards Association and Mr. Carl J. Mellor, President, Utah Education Association for their reactions to the presentation by Mr. Shannon.

Thanks also should go to the editing committee consisting of Dr. Terrance E. Hatch, Quentin Utley, William Warren, Con Brady, Almon Flake, Dr. Edward Parker, Bruce Decker, Richard Bateman and Evan A. Baugh.

Mary Hillier, Secretary in the Office of Elementary and Secondary Education, State Department of Public Instruction, rendered invaluable assistance in secretarial work, and telephone assignments throughout the project year.

The association members also wish to thank Utah State University for releasing Dr. Hatch to help with the project and especially for hosting the summer workshop.

We appreciate the support of all the secondary school principals who participated in any way in the project and hope this booklet will be an aid to them in their deliberations.

Evan A. Baugh
President
Utah Association of
Secondary School
Principals

INTRODUCTORY STATEMENT

The principalship is being challenged and eroded as never before, yet dynamic aggressive leadership has never been more needed in the school. Increased awareness and activism on the part of teachers and students calls for a higher caliber of leadership. A principal cannot sit as an old-time pilot in the cockpit and fly by the seat of his pants. He must become an activist also, unless he wishes others to occupy the position which rightfully should be his.

Concern and criticism of the principal's role in negotiations comes from at least two directions, the board of education and the teacher's ranks; and justly so, because principals have not clearly defined their role, or taken a stand on many of the problems and issues considered in negotiations and the process of administering master agreements and grievance procedures.

During the past several years many difficulties, in which some principals have found themselves, could have been avoided if their role had been more clearly defined by themselves, understood and accepted by various segments of the educational enterprise. The principal should not have to declare that he is on the side of the board of education, or vice versa, that of the teachers, in a confrontation over conditions of employment. Yet, he must clearly be identified in a management role which means that he has a specific job to perform, expertise to give in resolving the issues being negotiated, and skill in the administration of the agreement entered into between the board of education and the teachers.

At the same time principals must have the right to meet and confer with the board of education concerning their welfare independently of the teachers if they so desire.

In addition, principals must become much more active in the management team under the direction of the superintendent in formulating and implementing the school operation policies and administrative procedures adopted by the board of education. This can be accomplished by the continued improvement of the management team concept in administration.

After much deliberation and the work of many principals with the help of consultants and resource people, the Utah Association of Secondary School Principals has prepared this publication on various aspects of negotiations.

It presents guidelines on what a law providing for collective negotiations in public education should contain if the interests and welfare of all parties are to be protected. A sample legislative bill is included.

It presents guidelines for the participation of the principal in collective negotiations which, if followed, would more fully assure that items negotiated will be in the best interest of better education for the pupils.

The ultimate success of any master agreement entered into by a school board and the teachers will depend on how effectively it is implemented and administered in the school. Likewise, since the most important position in the administration of the grievance procedure is the principalship, guidelines have been developed in these two important areas.

To insure that the school system will be more effectively administered, a Management

Team Agreement has been developed which can serve as a model for informal or formal working relations between the board of education and the administrators.

The statements which follow are representative of the thinking of principals. However, to say that each statement was unanimously agreed to by the discussants would be a misrepresentation of the facts. Much heated argument resulted. Often these deliberations raised more issues than they solved, however, the ideas presented herein are for the purpose of further refinement and to help principals and others improve personnel management in Utah schools.

GUIDELINES FOR NEGOTIATIONS LEGISLATION

A. Significant terms used in the negotiations law should be clearly defined.

B. Legislation should assign areas of jurisdiction to specific employee groups or interests in the schools. No group can enjoy bargaining power if legislation deprives it of representation in the process.

C. Personal and constitutional rights of employees should be protected.

D. Legislation should provide employees with the right to bargain collectively through appropriate bargaining units.

E. Legislation should recognize the distinct interests of principals and other administrators by permitting them to bargain independently.

F. There should be a statutory timetable for submitting negotiable items (e.g., 120 days prior to the end of the current fiscal operating budget).

G. The bill should provide that if any section of the law is declared unconstitutional, the remaining section will not be null and void.

H. Statutes should restrict the bargaining rights of employees to their economic and physical welfare and not to educational policies (i.e., curriculum, textbook selection, and discipline, etc.).

I. Examples of categories not subject to negotiation should be listed in the statute (see Appendix).

J. An impartial state agency should be established to administer the law.

K. The statute should provide a procedure for the designation of a bargaining agent, or agents.

L. The statute should impose upon boards of education and employees the obligation to bargain in good faith.

M. The statute should require that any agreement entered into under the law must be made public.

N. When parties are unable to reach an agreement, the law should provide for mediation and fact finding any needed information must be given to the mediation team and the fact finders.

O. When mediation fails, provisions should be made for arbitration within state constitutional and legislative restrictions.

P. The no-strike clause is to be avoided if possible. Where it is included, binding arbitration should be provided.

Q. Interested parties should be afforded the right to present their views on the issues before the arbitrators.

A MODEL LEGISLATIVE PROPOSAL

An act relating to certificated public school employees which provides for professional negotiation between employee associations and school boards and establishes orderly procedures for the resolution of disagreements which may arise in negotiations.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF UTAH:

Section 1. This Act shall be known and may be cited as the "Public School Employees Negotiating and Bargaining Act."

Section 2. In the interest of improved personnel management of professional educators, it is the policy of the State of Utah to recognize their right of form, join and assist professional educators' associations and to meet and confer, consult, bargain, and negotiate with school boards over wages and other terms and conditions of professional service. Typical of items which are not subject to negotiation, however, are curriculum textbook selection, school discipline, hiring and assignment practices, class loads, and items which the school board may not legally grant. It is the policy of the State of Utah to avoid or settle disputes by establishing procedures which will facilitate agreement by orderly means.

Section 3. When used in this Act:

a. "Professional educator" means any employee of a public school system who is required in connection with such employment to hold a certificate issued by the State Board of Public Education.

b. "Public school system" means any school district, and any other public school corporation or political subdivision of the state designated to operate a public school, but not including the State Board of Higher Education or its institutions.

c. "School board" means the board of directors, governing body or the body charged by law with the responsibility for conducting the affairs of a particular public school district.

d. "Professional educators' association" means any lawful association or organization in which certificated public school employees participate which exists in whole or in part for the purpose of engaging in professional negotiation with school boards.

e. "Professional negotiation" means meeting and conferring, bargaining, and negotiating in good faith with respect to wages and other terms and conditions of professional service.

f. "Good faith" includes, but is not limited to, the obligation of the school board and the professional educators' association to meet at reasonable times and to confer in a sincere effort to reach agreement upon those matters being negotiated or otherwise being discussed but such obligation does not compel either party to agree to a proposal or require the making of a concession.

g. "Strike" means a willful, concerted refusal by professional educators to perform services during a period for which they are under contract to work.

h. "Appropriate negotiation unit" means a unit:

(1) Consisting of all of the professional educators of a particular school district.

(2) Any other subdivisions of professional educators which requests recognition, and is officially recognized by the local board of education. Classroom teachers may not be represented in negotiations by more than one unit.

i. "Administrative and supervisory professional educators" mean those individuals having authority in the interest of the employer, to recommend such matters as hiring, transferring, suspending, recalling, promoting, discharging, rewarding, or disciplining other employees, or responsibility to direct them, or to adjust their grievances if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. In addition to the foregoing, such terms shall also include persons whose primary duties are the performance of general administrative functions for the school system.

j. "Classroom teacher" includes all certificated public school employees whose primary function is classroom teaching and does not require the exercise of administrative, supervisory or staff responsibilities.

Section 4. Professional educators shall be protected in their right to form, join, or assist any professional educator's association, to engage in professional negotiating with school boards through representatives of their own choosing as provided herein, and except as otherwise prohibited by this Act, to engage in other activities, individually or in concert, for the purpose of professional negotiation or otherwise establishing, maintaining or improving conditions of professional service and other educational standards. They may pursue these endeavors free from interference, restraint or coercion. Membership in any association shall not be required as a condition of employment or retention of employment.

Section 5. A professional educator's association designated for the purposes of negotiations by the majority of the professional educators in a school district shall be the exclusive representative of all the professional educators in the unit for such purposes. However, a school board may listen to and consider the views of an individual professional educator or group of educators on any matter which involves the interpretation or application of existing agreements or policies to his or their terms and conditions of service, as long as the exclusive representative has an opportunity to be present and participate in such proceedings.

Section 6.

a. Any organization composed of professional employees of a school district may file a request with a school board alleging that a majority of the professional educators in a school district has designated such association as their representative for the purposes of professional negotiation and asking the school board to recognize such association as the exclusive representative of all the professional educators in such unit.

b. Such request shall be accompanied by the names and addresses of the officers of such association and by petitions from a majority of the professional educators in such unit. The petitions should state in substance that the signers designate such professional educators' association as their exclusive representative for the purposes of professional negotiation. These petitions must be signed not less than sixty (60) days before the request is filed. The school board shall immediately cause notice of such request to be posted on a bulletin board in each school in the system.

c. Such request for recognition shall be granted by the school board unless:

(1) The school board has a reasonable doubt as to whether the association actually has majority support; or

(2) Some other professional educators' association files a competing claim of majority support with the school board within ten (10) calendar days after the notice of the original request has been posted, and submits as evidence of its majority support petitions signed within sixty (60) days before such claim is filed by at least 30 percent of the professional educators in the appropriate negotiating unit stating in substance that the signers designate such professional educators' association as their exclusive representative for the purposes of professional negotiation; or,

(3) The board of education has, within the previous three (3) years, recognized a professional educators' association other than the petitioner as the exclusive representative of any of the professional educators included in the unit described in the petition.

d. Recognition when granted pursuant to the foregoing procedure or as a result of an election shall be effective for a period of thirty-six (36) months thereafter. Recognition may be renewed for like periods upon the request of the exclusive representative filed with the school board not less than two nor more than five (5) months prior to its expiration. The procedure for renewal of exclusive recognition shall be the same as upon a request for initial recognition.

e. If, for the reasons specified in subparagraphs (1) and (2) of subsection c of this section, the school board refuses to grant recognition within fifteen (15) days following the request, then a secret ballot election shall be held within thirty (30) days following such refusal to determine which, if any, professional

educators organization shall be recognized as the exclusive representative of the professional educators in an appropriate negotiating unit for the purpose of professional negotiation.

f. Within ten (10) days following the school board's refusal to grant recognition, representatives of the school board and the petitioning professional educators' organization or organizations shall meet to designate a referee to conduct such election. The referee must be a resident of the local school district. In the event that the parties cannot agree upon the designation of such referee, they shall immediately request the appointement of such referee by the Utah Professional Employee Relations Commission. The rules and regulations for the conduct of such election shall be determined by the unanimous agreement of the representatives of the interested parties, but in the absence of such agreement any disputed provision shall be determined by the referee. The expenses of the election shall be paid by the local board of education. The choice of "no representation" shall be included on the original ballot. In an election in which none of the choices on the ballot receives a majority, a second election shall be conducted with the ballot providing for a selection between the two choices receiving the largest and second largest number of valid votes cast in the original election. The referee shall certify to the school board and other interested professional educators' associations the results of the election. The professional educators' association receiving the votes of a majority of those casting valid ballots shall be certified as the exclusive representative of all of the professional educators in an appropriate negotiating unit.

Section 7. Any exclusive representative selected pursuant to this Act shall file a written request with the school board for commencement of negotiations by March 1 of each year. Preliminary negotiations must be scheduled no later than April 1 of that year.

Section 8.

a. No school board shall refuse to meet, bargain, or negotiate in good faith with the exclusive representative of its professional educators designated in accordance with this Act. It is the mutual obligation of the school board and such exclusive representatives to meet as specified within this Act, and to bargain and negotiate in good faith with respect to all matters relating to the wages, ensuing contracts, and terms and conditions of employment of such professional educators and to cause any agreement resulting from such negotiations to be reduced to a written contract, if requested by either part to the negotiation, provided, however, that no such contract shall exceed the term of three (3) years.

b. In any professional negotiation meeting, the exclusive representative unit shall consist of not more than five (5) of its members and the school board shall be represented by not more than five (5) of its members or supervisor or administrative personnel designated by the school board. This provision shall not preclude either party from having consultants present at such negotiation meetings but such consultants shall not act as representatives of the parties.

Section 9. There is hereby created within the State Board of Education of the State of Utah the Professional Employee Relations Commission (hereinafter sometimes referred to as the "Commission"). The purpose of the Commission is to carry out the provisions of this Act.

a. It shall consist of three (3) members who shall be appointed by the State Board of Public Education selected from among nominees as hereinafter provided.

(1) One member of the Commission shall be appointed by the State Board of Public

Education from a panel of two (2) nominess submitted by the local boards of education through their state organization. The original member of the Commission selected from this panel shall be appointed for a term of one (1) year. Thereafter the members of the Commission selected from this panel shall be appointed for successive terms of three (3) years.

(2) The second member of the Commission shall be appointed by the State Board of Public Education from a panel of two nominees submitted to it by that professional employees organization which represents the majority of professional certificated personnel of the state. The original member of the Commission appointed from this panel shall be appointed for a term of two (2) years and thereafter the members of the Commission selected from this panel shall serve for successive terms of three (3) years.

(3) The third member of the Commission shall be appointed by the State Board of Public Education from a panel of two (2) nominees jointly agreed upon and submitted to the Board by the members of the Commission, appointed from the two above described panels. The original member of the Commission appointed from this panel and each successor member so appointed shall serve for successive terms of three (3) years.

b. Members of the Commission shall be appointed for terms of three (3) years and they shall hold office until the appointment and qualification of their successors except as above provided for the original appointees.

(1) In the event that the status of a Commission member changes during his term of office, his membership on the Commission may be terminated at the option of the person or agency which nominated him.

(2) If a vacancy should occur in the office of a member of the Commission for any cause, a successor shall be appointed (within sixty (60) calendar days) by the State Board of Public Education to complete the unexpired term. The successor will be chosen from among nominees submitted to the Board in the manner specified for the original holders of the office.

c. Commission members shall be eligible for no more than two (2) consecutive terms. Any member of the Commission may be removed for cause by the State Board of Public Education upon notice and hearing.

d. The Commission shall hold an organizational meeting annually within a reasonable time after July 1. At said meeting the Commission shall elect from among its membership annually a chairman and a vice-chairman. The Commission may employ such personnel as deemed necessary to carry out the requirements of this Act.

e. The Commission shall meet at least once each quarter and at such times and with such additional frequency as the Commission may determine. The Commission shall establish rules which shall govern the manner in which the meetings shall be held and notice thereof given.

A vacancy in the Commission shall not impair the right of the remaining members to exercise all of the powers of the Commission and two (2) members of the Commission shall at all times constitute a quorum.

f. The cost of maintaining the Commission shall be provided to it through the budget of the State Board of Public Education.

g. Members of the Commission shall, when performing Commission business, receive compensation at such rates as shall be fixed by the

State Board of Public Education from time to time provided that in no event shall it be lees than $25 per day together with an allowance for actual and necessary travel and subsistence expenses when performing Commission business away from their residence. The compensation of members of the Commission who are public employees shall not be reduced by the agency or body by which they are regularly employed for any absence from service occasioned from attendance upon the business of the Commission, its committees or sub-committees.

h. The Commission shall have authority from time to time to make, amend, and resind such rules and regulations and to establish such procedures of negotiation, mediation and fact-finding as may be necessary to carry out the provisions and effectuate the purposes and policies of the Act. The Commission is expressly empowered and directed to prevent any person from engaging in conduct violative of Section 10 of this Act. The Commission also shall have the authority and power to hold hearings, subpoena witnesses, administer oaths, take the testimony or deposition of any person under oath, and in connection therewith, to issue subpoenas duces tecum (bring with him) for examination, any governmental or other books or papers relating to any matter pending before it and to take such other action as may be necessary to discharge its powers and duties.

Section 10.

a. It shall be unlawful for a school board, school board member, or any person acting on behalf of any of the foregoing:

(1) To interfere with, restrain, or coerce professional educators in the exercise of their rights guaranteed by this Act; or to impose reprisals or to discriminate against employees for exercising their rights hereunder.

(2) To refuse to meet, bargain or negotiate in good faith as required by this Act.

(3) To deny reasonable access to the premises, use of bulletin boards or other means of communication to professional educators.

(4) To refuse to execute a written contract incorporating any agreements reached.

(5) To refuse to deduct from the salary of professional employees upon receipt of an appropriate authorization form, the fees and dues required for membership in the representative association selected or designated pursuant to the provisions of this Act, provided that such authorization shall not be revokable for a period of at least one (1) year.

b. It shall be unlawful for a professional educators' association, or a professional educator or any person acting on behalf of any of the foregoing:

(1) To interfere with, restrain or coerce professional educators in the exercise of the rights guaranteed by this Act. However, this paragraph shall not impair the right of an association to prescribe its own rules with respect to acquisition of retention of membership therein.

(2) To induce, instigate, authorize, ratify or participate in a strike against a public school system or engage in any concerted refusal to render service as required by contract.

(3) To discriminate with regard to the terms or conditions of membership because of race, color, creed or national origin.

(4) To refuse to meet, bargain or negotiate in good faith as required herein.

(5) To compel or coerce any person to join or retain membership in a professional educators' association or to sign a petition designating a professional educators' association as his representative.

c. Nothing in this Act shall prohibit an employer from discharging or otherwise disciplining an employee who participates in activities prohibited by subsection b, paragraph (2) of this section.

d. Any professional educators' association which violates the provisions of subjection b, paragraph (2) of this section may be denied by the school board the right to be certified as an exclusive representative for a period of twenty-four (24) months following the date of such violation. However, such remedy shall not be available to the public school system if it has been guilty of any violation of subsection b, paragraph (1) of this section.

Section 11. If within sixty (60) calendar days following the commencement of negotiations the parties have not reached agreement upon any item subject to negotiation, either party may declare that a deadlock prevails and call for mediation. In such event, the parties shall by mutual agreement appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on mutually acceptable terms. The mediator should be a resident of the local public school district. If the parties are unable to agree upon a mediator within three (3) days after a deadlock has been declared, they shall ask that the mediator be appointed by the Commission. The mediator shall meet with the parties and shall attempt to remove the causes of deadlock and persuade the parties to resolve

their differences and effect a mutually acceptable agreement. The cost of mediation shall be shared equally by the parties. If the mediator is unable to effect a settlement within ten (10) days after his appointment, the Commission shall establish a fact finder. The fact finder may establish dates and places of hearings; these hearings may be public or private as the fact finder may determine, and shall have the authority to subpoena withnesses. The fact finder shall report in writing to both parties separately its findings and recommendations within twenty (20) days from the date of appointment. Its findings and recommendations shall be advisory only and shall not in any way be binding upon either party. Fact finding reports are a matter of public record.

In the event that the recommendations of the fact finding board fails to resolve the deadlock, either party may petition to the Commission for arbitration. The arbitrator will be appointed by the Commission. The decision of the arbitrator shall be made public and shall be binding upon both parties on all matters which are not prohibited by the Constitution or laws of the State of Utah.

Section 12. Nothing contained herein is intended to or shall conflict with, contravene, abrogate, diminish, or affect in any way the powers, authority, duties and responsibilities vested in boards of education by the Constitution and Laws of the State of Utah.

Section 13. Except as otherwise expressly provided herein, this Act shall not operate so as to annul, modify, or preclude the renewal or continuation of any lawful agreement theretofore entered into between a board of education and a professional employee's organization covering terms and conditions of professional service and/or other matters of mutual concern.

Section 14. Whenever any other provisions of law are inconsistent with the provisions of this Act, the provisions of this Act shall govern.

Section 15. If any provision of this Act or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, the remaining provisions of this Act and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

GUIDELINES FOR PARTICIPATION IN THE NEGOTIATIONS PROCESS

A. When items are being negotiated, the persons who will be initially and ultimately responsible for implementing and carrying them out should be consulted.

B. Principals should be recognized as a member of the management team in the negotiations process, however, this does not preclude their right, along with other administrative and supervisory personnel, to negotiate with the board of education for their own welfare.

C. The principal shall serve in a consultative capacity to the board, and at the board's discretion serve as a member of the negotiation team representing management, however, he should not serve in this capacity (member of confrontation team) when teacher salaries are being negotiated any more than teachers should sit in judgment of principals salaries.

D. The principals, through an authorized representative, shall have the right to be heard and invited to participate in negotiations when all matters pertaining to the operation of the school and their personal welfare are being considered.

E. Research, fact finding, evaluation, and communication concerning negotiations issues should be a continuous process throughout the year.

F. Legislation should recognize the distinct interests of principals by permitting them to bargain independently. Principals should be bound by a statutory timetable for such bargaining.

G. Administrative salaries should be developed on the management concept. Whether or not they should be tied to the teachers' salary schedule or determined independently is a matter for continued study.

H. The determination of the salary schedule for principals and other administrators should proceed concurrently in time with the determination of the teachers' salary schedule.

I. Items for negotiation by the parties concerned should be pre-determined for presentation at the first meeting of the negotiating teams.

J. Principals should have a voice in selecting the administrative membership of the negotiations team.

K. The principals should appoint a monitor from among their ranks to carry information back to the membership concerning the progress of negotiation. The monitor should also carry the views of the membership at large back to the administrative consultant who represents principals on the negotiations team.

GUIDELINES FOR ADMINISTERING MASTER AGREEMENTS AND GRIEVANCE PROCEDURES

A. Since the principal is the person expected to administer most of the items concerning working

conditions and grievance procedures agreed to in the Master Agreement, he should be consulted when these policies and procedures are being re-negotiated.

B. The principal is the primary person responsible for administering that part of the Master Agreement concerned with the day-to-day school operation and grievances arising therefrom and should have authority to do so.

C. The principal is the key individual in level 1 of the grievance procedure and should have the necessary authority to administer this level effectively.

D. Before a formal grievance is filed, the grievant should attempt to solve the problem informally with his building principal. He may do this alone or with the help of the Association's representative.

E. All parties should be permitted to file grievances.

F. A formal grievance at any level should be presented in writing.

G. An appropriate teachers' association committee should screen all grievances filed by teachers before submitting them in the formal grievance procedure.

H. The principal also should have his witness(s) present when a grievance is heard.

I. The handling of grievances should not be conducted during the regular working periods of the teacher.

J. A statute of limitation should be specified on all grievances whereby a teacher cannot suddenly decide to bring up grievances based on long-past situations.

K. The principal must exert leadership in recognizing and solving problems, correcting deficiencies and creating a climate in which grievances are not likely to occur if he is to be effective in administering grievance procedures.

L. Provision must be made for the principal to be adequately represented at each step in the grievance process.

M. The principal must assure that adequate records are kept of grievances filed.

INTRODUCTION TO MODEL MANAGEMENT TEAM AGREEMENT

Education today is undergoing great changes. Perhaps because of pressure of an advancing world, certainly there is a felt need among educators that they must be pushing forward.

Teachers more and more are demanding a say in the operating methods and techniques of the educational program. Modern technology, such as the computer, has made possible new programs. Education is moving for the first time into the areas of quality control, systems analysis, cost accounting, etc. Old techniques are being refined and adapted to new technology. Modern machinery is being used to expand in depth and breadth efforts in research, measurement, evaluation, reporting practices, etc. Increased state and federal involvement in education have added to the Administrator's burden. In the past decade schools have become more and more involved in such programs as adult education, early childhood education, the community school, and a greatly expended effort in the area of vocational education.

The result of all this new development and expansion has been an ever-increasing burden upon

the central administration of the local county or district unit. It has become a difficult, if not impossible, burden for the public school superintendent to carry. Certainly he can increase his effectiveness and extend his influence if he operates as the leader of a "management team."

The management team (consisting of superintendent, assistant superintendents, principals, assistant principals, and supervisors) under the leadership of the superintendent would closely and harmoniously work with the board in carrying out established policies.

The management team concept is an attempt to establish smooth lines of organization, common agreements and definite patterns of allegiance among administrators and the board of education as they unite in an effort to provide excellent and effective educational programs for youth and the community.

The following model Management Team Agreement is presented for the purpose of assisting districts, where the need exists, to develop the Management Team concept.

Due to the complexity, variations in size, and other factors existing in school districts, it is impossible to present a document that will apply equally well in all situations. This Agreement is presented as a model only. Use it as is written, adapt it to fit your unique needs, or use it only as a means of developing the "Management Team" concept--whichever way serves you best.

In some situations a thorough discussion in a board meeting with an official endorsement of the "Management Team" concept included in the minutes may be all that is necessary to put it into action.

As your officers we strongly endorse this concept and offer our services in your endeavors to implement it.

MODEL MANAGEMENT TEAM AGREEMENT
FOR
ADMINISTRATORS AND BOARDS OF EDUCATION

This agreement, entered into this ____ day of _____ by and between the Board of Education of _____ of the City and/or
School District
County of _____ hereinafter called the "board", and the Administrators: i.e., Superintendent, Assistant Superintendents, Principals and Supervisors, of said district, hereinafter called the "Management Team."

WITNESSETH

WHEREAS, the Board and the Management Team recognize and declare that providing a quality education for the children of _____
School District
is their primary and mutual aim; and

WHEREAS, the philosophy and purpose of this agreement pledges mutual support and loyalty of both the management team and the Board operating within the rules and regulations established by the Board and further pledges the Management Team, with the Superintendent as head of the team, as Board representatives to implement the employee policies and contracts negotiated by the Board, and

WHEREAS, Management Team members, such as principals and supervisors are involved at the point of actual operation, are particularly qualified to assist in developing and implementing policies, programs, and contracts designed to improve educational standards, and

WHEREAS, the parties hereto recognize the need for cooperation, understanding and support between the Board and the Management Team to effectively and efficiently operate a desirable program of educational opportunity; and

WHEREAS, both the Board and the Management Team agree to cooperate and work in good faith to develop salaries commensurate with the management concept.

THEREFORE, IN CONSIDERATION OF the above mutual covenants, it is hereby agreed as follows:

Article I - Management Team Defined

Section A

The Board hereby adopts the Management Team Concept as operating policy in the district and under the terms of this agreement neither of the parties hereto shall make unilateral decisions which would in any way alter the provisions of this agreement.

The term "Board" when used hereinafter in this Agreement shall refer to the legally elected representatives of the school district (including the Superintendent, Clerk of the Board and Assistant Superintendents when so designated).

The term "Management Team" when used hereinafter in this Agreement shall refer to those persons employed by and authorized by the Board to recommend for hiring, firing, and/or supervising professional staff members and other personnel; to include the Superintendent as head of the team (excepting when matters of salary and economic welfare are discussed) Assistant Superintendents, Principals and Supervisors.

Article II - Management Team Rights

Section A

The Board hereby agrees that Management Team members shall have the right to form a local organization for the purpose of describing and defining professional relationships in the district and that they may belong to other local, state, and national organizations oriented to

the educational profession. The Board further agrees that it shall not discriminate against Management Team members with respect to professional conditions of employment by reason of their membership in or non-membership in such organizations.

The private and personal life of any person covered by this agreement is not within the appropriate concern or attention of the Board except as it grossly reflects on the person's responsibilities and relationships with students, parents, and the community.

Section B

The Management Team shall have the privilege of using school building facilities at all reasonable hours for meeting in accord with proper procedures.

Article III - Participation in Professional Meetings

Management Team members shall be encouraged to attend and be reimbursed for expenses incurred in attending pertinent state, regional, and national professional conferences. When finances do not permit annual attendance at regional and national meetings, a rotation system shall be instituted to provide equitable attendance. Requests for approval shall be submitted to the Superintendent stating pertinent data concerning the conference, anticipated and actual expenses, and length of absence. Management Team members agree to share information from such meetings with the Board and other professional staff members in any manner desired by interested parties.

Article IV - Working Conditions

Section A

The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or membership in or association with the activities of any professional organization. No religious or political activities, not limited by law, of any administrator or the lack thereof shall be ground for any discipline or discrimination with respect to the professional employment of such administrator.

Section B

Management Team members shall make recommendations to the Board through the superintendent or his authorized representatives regarding the program of the school, the conditions of the buildings, grounds, equipment and materials, and other factors important to the efficient management of a school plant or program within the members assigned jurisdiction.

Section C

The Board agrees to include Management Team representatives in the process of collective negotiations by having them act in an advisory capacity to the Board in any negotiating or collective bargaining sessions with employees. The Board may, at its discretion, involve members of the Management Team in the negotiations process in its behalf. Principals should not be members of the confrontation team when teacher salaries are being considered.

Article V - Leave of Absence

Section A

It shall be the policy of the Board to grant leaves of absence to members of the Management

Team for reasons deemed appropriate by the Superintendent and the Board. The person shall, upon his return, be reinstated to the position he held or a position of equal status and responsibility.

Section B

In addition to other types of leave, Management Team members shall be entitled to sabbatical leave for professional study in accord with established Board policy upon written request and by approval of appropriate authority. Team members agree to return to the school system and serve for an appropriate length of time as defined by Board policy or reimburse the school system in full for the salary received while on leave.

Section C

Applications for leave must be submitted in writing to the Superintendent. Leave may be granted for the remainder of a semester, the remainder of the school year or for a complete school year, and may be extended upon written request and approval by the Board of Education.

Article VI - Termination of Service

When a Management Team member terminates employment, it shall be in accordance with the provisions of the _____School Code, ethics of the profession and the Contract of employment. Termination of employment of any Management Team members by the Board shall be in accordance with the provisions of the contract of employment which shall include an orderly dismissal clause.

Article VII - Insurance Protection

The Board shall provide surgical, hospitalization and other insurance benefits in the amount granted to other professional employees for all Management Team members.

Article VIII - Evaluation of Administrators

Section A

Instruments and procedures used in evaluation of Management Team members shall be mutually approved by those doing the evaluation and those being evaluated. All evaluations of any Management Team member shall be discussed with the member in question. The member shall receive a copy of each evaluation and a copy shall be placed on file in the Board office and be held in confidence and handled in an ethical manner. The Management Team member shall have the right to see his personal file upon request.

Section B

No Management Team member shall be disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage without just cause.

Article IX - Vacancies, Promotions and Transfers

Section A

Recognizing the legal right and responsibility of the Board to fill various positions, make promotions and transfers, the Board agrees to give written notice of any administrative vacancies in the district to the members of the Management Team. In selecting personnel to fill such vacancies, the Board will seek the best qualified applicant within or without the system. Due consideration shall be given to employees within the district who meet the qualifications. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.

Section B

Requests may be made by a member of the Management Team for transfer to a different position or building and shall be filed in writing with the Superintendent stating the reasons for transfer, the building or position sought and the applicant's qualifications. Such requests shall receive careful consideration by the Board. Involuntary transfers shall be made only in case of emergency or to prevent undue disruption of the instructional program or for other verified reasons which are in the best interests of the educational program and personnel involved. At this time the Board shall notify in writing the affected administrator and the reasons for such transfer.

Section C

Management Team personnel whose positions as administrators are terminated shall be given the opportunity to return to the classroom in the district to a position for which they qualify by professional training if they have established tenure within the school system.

Article X - Creation of New Positions

The Board agrees to discuss with the Management Team the creation of new management teams positions. Following determination and publication of the job description for these positions, management team members shall have a ten-day period in which to submit applications. After this period, the Board shall reserve the right to hire the best qualified person whether he is within or outside of the school system.

Article XI - Protection of Administrators

Section A

If any Management Team member, while acting in a legal manner as an administrator within the

jurisdiction of his assignment, is complained against or sued, the Board shall provide legal counsel and render all necessary assistance to the member in his defense. It shall be the responsibility of the Team member to bring such complaints to the attention of the Board as soon as possible.

Section B

In the event that a Management Team member is injured while performing his professional duties, expenses incurred for medical, surgical, and hospital care, in excess of those covered by hospitalization and other insurance provided will be assumed by the Board.

Section C

In the event a Management Team member's personal property is destroyed or damaged in the performance of or as a result of the performance of his duties, the Board will provide full restitution or restoration.

Article XII - Grievance Procedure

The parties hereto agree to cooperate in an efficient and professional manner by providing proper channels and scheduling necessary meetings for the purpose of solving problems or grievances within the Management Team. Should any problems or grievances not be properly and satisfactorily resolved within a reasonable length of time (generally thirty days), the parties agree to request in writing the assistance of the Ethics Committee of the appropriate State Administrators organization to meet with the Board and the Management Team at which time the parties agree to cooperate in fact finding sessions and to consider the professional advice and recommendations of the Ethics Committee in an endeavor to resolve the difficulties to the satisfaction of all involved parties.

Aritcle XIII - Strikes, Work Stoppages

Section A

Under terms of this agreement, the Management Team will not strike or withhold serivces.

Section B

In case of a teachers' strike, work stoppage, or withholding of services at the beginning or during the contract year, the principal will upon direction of the superintendent, be at his assigned school to provide protection and safety of the school facilities, and prepare for opening or resumption of school.

Section C

The Board recognizing the need for the safety, educational welfare of children, and the quality of the educational program agrees to meet and consult with the Management Team (including principals) prior to reaching a decision concerning the opening of school during a work stoppage or strike.

Section D

In the event the Board decides to conduct school without certificated or with insufficient certificated personnel when in the judgment of the Management Team it would be unsound, the principal will conduct school and provide for the welfare of students to the best of his ability. However, the Management Team may submit a letter to the Board stating conditions as they see them without reprisal.

Article XIV - Miscellaneous Provisions

Section A

The provisions of this Agreement shall be considered policy of the local Board and the Management

Team's local organization when mutually agreed to by the Board and the local Administrators' organization.

Section B

Copies of this Agreement shall be made available to all members of the Board and the Management Team by the Superintendent.

Section C

It is the responsibility of the Management Team personnel to be professional at all times. It is the responsibility of the Board and/or its designated representative to discuss any abuse of this responsibility with the individual involved. Any refusal to cooperate or repeated incidents after warning shall be subject to disciplinary action.

Section D

Realizing that it is desirable for administrators and supervisors to be cognizant of current philosophies, trends and techniques, the Board shall provide opportunities for improvement of the Management Team members in areas deemed necessary by the Borad and Management Team members.

Section E

In order to improve communications which are vital to an efficiently operated district, regular meetings shall be held between the Management Team personnel and the Board of Education on a schedule set up by the Superintendent.

Article XV - Duration of Agreement

THIS AGREEMENT shall become effective _____, 19___ and shall remain in effect for not less than one year. If revisions are felt desirable by one

of the parties, a written communication to the other party may be made not more than 120 days prior to the close of the contract year and a study of the document shall be undertaken within thirty (30) days.

(NOTE: You and your Board may wish to develop an official document in which case you will add space for signatures for both parties. Otherwise the Board may, in cooperation with you, take action incorporating certain conditions in their minutes and develop that as the official position concerning their relationships with the Management Team.)

PROJECTION FOR THE FUTURE

A realistic evaluation of the actual role a school principal plays in current areas of negotiation agreements, grievance procedures, and participation on management teams reveals some real problems. When his actual role is compared to the role he should ideally be performing, as outlined in the guides presented in this document, gaps and shortcomings are revealed which threaten to relegate the position of school principal to oblivion. It becomes almost redundant to state that the principal's very survival depends upon carefully planned and concerned action in the near future designed to strengthen his position and influence.

As the level of confrontation incidents between teacher groups and school boards becomes more frequent and more heated, someone who is knowledgable of the school program and familiar with the needs of the school student must impartially champion the cause of the individual pupil. Who can do this more effectively than the school principal?

As more publicity and interest is manifest in support of the positions of polarized groups in confrontation situations in our school structure, someone must provide a necessary communication bridge and stabilizing factor. Who can do this more effectively than the school principal?

As the school patron and non-school community agency and/or group becomes more interested and involved in internal school problems resulting from confrontation or negotiation factors, someone must be available who can answer questions and pass on information objectively. Who can do this more effectively than the school principal?

As the legislature, court system, and other community agencies become more deeply involved in the enactment, enforcement, interpretation and understanding of negotiation agreements, grievance procedures, and management team concepts someone who is knowledgable of the total school picture, non-combatant and non-polarized, protective of the individual students needs, and organized for action needs to be available for consultation and advice. Who can do this more effectively than the school principal?

As polarized groups, following the resolution of confrontations, return to their educational tasks, someone must be available to help re-establish harmonious working relationships. Who can do this more effectively than the school principal?

If the school principal is to meet these challenges and fulfill these roles he must:

1. Become a contributing member of the school administrative management team;

2. Become vitally involved in the formulation and implementation of negotiation agreements and grievance procedures;

3. Organize for political involvement in the legislative process through direct participation or lobbying activities;

4. Work toward a professional organization structure which will assist and support him in these endeavors.

Such a strengthening process calls for immediate action in the following areas:

1. Expanded UASSP membership to include all secondary school administrators on an active basis.

2. Consideration of the desirability and/or the advisability of joining forces with another and/or other administrative organizations with similar needs and goals such as the elementary school principals, the AASA, superintendent organizations, etc.

3. Consideration of the merit and/or the advisability of encouraging and participating in a state-wide congress of administrative organizations with the structure and authority to perform planning, coordinative, communicative and lobbying functions.

4. Consideration of the desirability of the employment of a part-time or full-time executive officer to implement the policies and functions of the UASSP organization and reworking the current organization and dues structure to meet this need.

5. Provide means of communication with and educational opportunity for membership which will help keep them abreast of current problems, needs, policies and procedures in school administrative responsibilities and practices.

We must begin to organize to fulfill our role for the future now!

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Epstein, Benjamin. 1969. What is Negotiable? Washington, D. C.: NASSP, Professional Negotiations Pamphlet, No. 1.

Kramer, Louis. 1969. Principal's and Grievance Procedures. Washington, D.C.: NASSP, Professional Negotiations Pamphlet, No. 2.

Ackerly, Robert L. 1969. Critical Issues in Negotiations Legislation. Washington, D.C.: NASSP, Professional Negotiations Pamphlet, No. 3.

2. Michigan ASSP, Michigan Model Team Management Agreement (with accompanying letter). East Lansing, Michigan: The Association. 1968.

3. Position Statements on Negotiations from the following organizations:

National Association of Secondary School Principals

Ohio Association of Secondary School Principals

American Association of School Administrators

Council of Chief State School Officers

National School Boards Association

Association of Classroom Teachers

Department of Elementary School Principals

Utah Education Association - "Responsibility of the School Principal."

National Parent-Teacher Association, "Statement on the PTA and Teacher Negotiations and Strikes." Adopted September, 1968, by Board of Managers, National PTA Bulletin 36(2):6 October, 1968.

4. Master Agreement for Salt Lake City Schools, August 9, 1968.

APPENDIX A

Non-Negotiable Items
(Adapted from Epstein, What is Negotiable? N.A.S.S.P., 1969

A. No item should be considered negotiable which could be decided on the basis of the results of scientific investigation, evaluations of experimental efforts, or other devices used in professional expertise to determine what is best for the education of pupils.

B. No assignments of professional personnel should ever be made on the basis of automatic rotation or of any so-called "equitable" distribution of classes grouped according to levels of pupils ability or disciplinary difficulty; nor should assignments, transfers, or promotions of teachers be determined solely on the basis of seniority.

C. The principle of accountability is paramount in determining the negotiability of any item. Who must face the responsibility of accounting for a judgment or a decision.

D. In negotiations whenever there is a possible conflict between the interests and needs of the child and the organizational demands of teachers, the resolution of differences must always favor the child.

E. No educational policy-making is sound which involves school board members and teacher organization negotiations exclusively and omits administrators.

F. It is in the interest of teachers' organizations to avoid negotiating items which school board members, administrators, the general public, and many of their own teacher members perceive to be trifling and sub-professional.

G. Professional associations should not negotiate items that are beyond the power of a school board of administration to grant.